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ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES dated this the 6th day of October, 2000, by and between Mullins & Associates, Inc., ("Assignors") and Trustmark National Bank ("Assignees");

WHEREAS, Assignors are the owners of Lot 2, The Office of Cobblestone, Southaven, Mississippi and have contracted with Assignees to finance said property;

WHEREAS, Assignors currently are the Lessors to certain Lessees, namely, Austin Law Firm, P.A. A copy of said Lease is attached hereto and incorporated herein by reference as Exhibit "A", collectively;

WHEREAS, Assignors are desirous to assign all their interest in said leases to Assignees upon transfer and sale of the real property described herein;

WHEREAS, this assignment is taken as additional collateral on the Trustmark National Bank Note executed October 6, 2000.

NOW, THEREFORE IN CONSIDERATION OF THE AFORESAID AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES HEREIN COVENANT AND AGREE AS FOLLOWS:

1. Assignors hereby assign, transfer, sell and convey any and all of their interest in said lease hereinbefore mentioned and any renewals thereof executed by the Assignors on the property referred to herein.

WITNESS OUR SIGNATURES, on the day and year first mentioned above.

MULLINS & ASSOCIATES, INC.

BY:

Hal S. Mullins Pres

Hal S. Mullins, President
ASSIGNORS

TRUSTMARK NATIONAL BANK

BY:

Wilson Barton Jr
S.V.P.

ASSIGNEES

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, the within my jurisdiction, the within named Hal S. Mullins, who acknowledged that he is President of Mullins & Associates, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, signed, sealed and delivered the above and foregoing Assignment for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal this the 6th of October, 2000.

Margaret K. Hadden (B. Hadden)
NOTARY PUBLIC

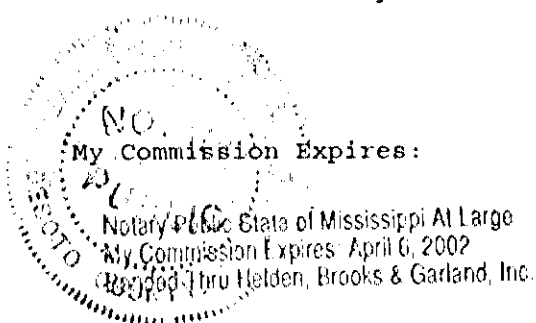
My Commission Expires: 10/10/00

Nov 30 3 30 PM '00

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Prepared by *and*
RETURN TO:
AUSTIN LAW FIRM
ATTORNEYS AT LAW
230 GOODMAN ROAD, SUITE 510
SOUTHAVEN, MISSISSIPPI 38671
601-349-2234



COBBLESTONE PROFESSIONAL OFFICE BUILDING LEASE AGREEMENT

I. PARTIES

THIS LEASE, dated this the 29th day of September, 2000 by and between **SUPERIOR RENTALS LLC**, party of the first part, hereinafter called Lessor, and **AUSTIN LAW FIRM PA**, party of the second part, hereinafter called Lessee.

II. CONSIDERATION

WITNESSETH: That each of the aforesaid parties acknowledged receipt of a valuable consideration from the other and that they and each of them act herein in further consideration of the engagements of the other as herein stated.

III. PREMISES

The Lessor has and does hereby grant, demise and lease unto said Lessee the following described premises situated in Southaven, DeSoto County, Mississippi, to-wit:

Cobblestone Road, Southaven, Mississippi

To be used for the purposes of: Law Offices.

IV. TERM

Initial: SLM AW

TO HAVE AND TO HOLD the above described premises unto the Lessee for the period of 36 months commencing on the 1st day of March, 2001, an ending on the 28th day of February, 2004. Any rental term beginning before the first day of the month shall have the monthly rental prorated.

V. RENTAL

Lessee hereby covenants and agrees to pay Lessor as rent for the aforesaid premises the total sum of the schedule below:

36 months: \$156,907.08

Said payments to be paid in 12 equal installments per year with each installment due on the first (1st) of each month.

First 2 Years @ \$4,257.17 per month = \$102,172.08 Total

Third Year @ \$4,561.25 per month = \$ 54,735.00 Total

Lessee shall deposit with Lessor the sum of \$ 1,000.00 as a security deposit for the faithful performance of all of the terms and provisions contained herein. Said payment shall be made on or before the signing date of the lease and said security deposit shall be fully refundable at the end of the lease term after the faithful performance of all of the terms and conditions contained herein.

All rentals due under this Lease payable at P.O. Box 165, Southaven, Mississippi 38671, Southaven, Mississippi 38671, to the order of SUPERIOR RENTALS LLC. IN THE EVENT SAID PAYMENTS ARE NOT PAID BY THE FIFTH (5TH) DAY OF EACH MONTH, LESSOR SHALL BE ENTITLED TO A LATE CHARGE IN THE AMOUNT OF \$10.00 PER DAY, RETROACTIVE TO THE FIRST (1ST) OF THE MONTH.

VI. PROOF OF PAYMENT

The burden of proof of payment of rent in case of controversy shall be upon the Lessee.

VII. LIEN ON LEASEHOLD, ETC.

A first lien is hereby expressly reserved by the Lessor and granted by the Lessee upon the terms of this lease and upon interest of the Lessee in this Leasehold for the payment of rent and also for the satisfaction of any cause of action which may accrue to the Lessor by the provisions of this instrument. A first lien is also expressly reserved by the Lessor and granted by the Lessee upon all buildings, improvements, store fixtures, water fixtures and gas fixtures and all other fixtures erected or put in place or that may be erected or put in place upon the premises by or through the Lessee or other occupants for the payment of rent and also for the satisfaction of any causes of action which may accrue to the Lessor by the Provisions of this instrument.

VIII. QUIET POSSESSION

All of the covenants of this lease on the part of the Lessee performed, Lessor will guarantee to the Lessee the quiet, peaceful and uninterrupted possession of the said premises.

IX. LAWFUL AND MORAL USES

That the premises and all buildings and improvements thereon shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Mississippi, or the ordinances and the laws of the City of Southaven, Mississippi, that are enforced.

X. PROTECTION FROM VIOLATIONS

To save and hold the Lessor harmless from violations of the laws of the United States, State of Mississippi, and the ordinances and the laws of the City of Southaven, Mississippi.

XI. WASTE

Not to commit or permit to committed any waste whatsoever.

XII. NUISANCES

Not to create or allow any nuisance to exist on said premises, and to abate any nuisance that may arise promptly and free of expense to Lessor.

XIII. INVALIDATION OF INSURANCE

Not to suffer anything to be or remain upon or about the premises which will invalidate any policy of insurance which Lessor may now or hereafter have upon said building.

XIV. INCREASED PREMIUMS

Not to suffer anything to be or remain upon or about the premises or carry on nor permit upon the premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for the insurance of the premises against fire, unless consented to in writing by the Lessor and if so consented to, the Lessee shall pay such increased or extra premium within 10 days after the Lessee shall have been advised of the amount thereof.

XV. ADVERTISING

That no outside walls, roofs or other exterior portion of the premises or of any buildings or other improvements now or hereafter erected on the premises shall be used for any advertising purposes whatsoever except the direct advertising of the Lessee's own business. Lessee shall have the right to advertise its own business by erection of a suitable sign on the exterior front of the building occupied by the Lessee and installed in such a fashion that no ornamental portions of the building shall be defaced. The Lessor reserves the right to approve or reject the type of sign and method of installation. Said installations shall occur within 90 days of lease term.

XVI. ALTERATIONS

Not to make any changes, alterations, or additions about said building or premises without first obtaining written consent of the Lessor and in no event to do anything that shall weaken the building or structure now on or that may hereafter be erected on the premises.

XVII. DAMAGES, ACCIDENTS, ETC.

To hold Lessor harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with any power plant, machinery, elevator, elevator shaft, stairway, signs, awning, glass, brick, and other building material, hatch, coal chute or other openings, flag pole and any other things in or pertaining to any other parts of said premises, or things in or pertaining to or upon the premises during the term of this lease or while the Lessee is occupying the premises.

XVIII. PLATE GLASS INSURANCE

To carry adequate plate glass insurance on all plate glass on the premises in a company satisfactory to the Lessor with loss clause payable to the Lessor.

XIX. INSOLVENCY

That in the event of the insolvency or bankruptcy of the Lessee, or the filing of any petition under the bankruptcy statute, voluntarily or involuntarily and whether or not resulting in an adjudication in bankruptcy, or in the event of a partial or general assignment for the benefit of a creditor, at any time thereafter the Lessor shall have the right to terminate this lease upon giving written notice 30 days in advance.

XX. DELIVERY AT END OF LEASE

And on the expiration of the term of this lease to deliver unto the Lessor the possession of said building, lot and premises, cleared of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were received, destruction or damage by fire, storm or other casualty and ordinary wear and tear excepted.

XXI. RIGHT OF ENTRY

The Lessor reserves the right during the term of this lease, to enter said premises at a reasonable time, at reasonable hours to show the same to other persons who may be interested in renting or buying the property, and for the purpose of inspecting the premises and to make such repairs as Lessor may deem necessary for the protection and preservation of the said building and premises; but Lessor is not bound to make any repairs whatever, nor to be held liable for any damage in consequence of leaks, or for the stoppage of water, sewer, gas or drain pipes by reason of freezing or any other cause or obstructions, nor for any other defects about the building and premises, the Lessee having examined the same and being satisfied therewith;

but should such leaks, obstructions, freezing, stoppages, or other defects about the building and premises occur during the term of this lease, or while the Lessee is occupying the premises, then the Lessee shall remedy the same promptly at the Lessee's expense unless the Lessor by written agreement undertakes to do the same.

XXII. DEFAULT

All covenants and agreements herein made and obligations assumed to be construed also as conditions and these presents are upon the express condition that if Lessee should fail to pay when due any of the aforesaid installments of rent, or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by said Lessee, then and thenceforth, in any of said events, this lease may be forfeited and thereby become null and void at the option of the Lessor, and said Lessor may immediately, or at any time after the breach of any of said covenants, re-enter said premises and building, or any part thereof in the name of the whole, and repossess and have the same as of the Lessor's former estate and remove therefrom all goods and chattels not thereto properly belong, and expel said Lessee and all other persons who may be in possession of said premises and building, and that, too without demand or notice.

XXIII. RIGHT TO TERMINATE NOT EXCLUSIVE

The right of the Lessor to terminate this lease as herein set forth is in addition to and not in exhausting of such other right that the Lessor has or causes of action that may accrue to the Lessor because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by the Lessor of any of the rights or causes of actions or causes of action that the Lessor might otherwise have.

The Lessor hereby specifically agrees to allow the Lessee to terminate it's obligations under this lease in the event the Lessor or the Lessee dissolve or sell their corporation, or in the event of a death or resignation of a principal stock holder.

XXIV. SUBLETTING

The Lessee shall not assign or sublet the premises nor any part thereof without the written consent of the Lessor, but such written consent will not be unreasonably withheld, and in no event shall the subletting or assignment of this lease relieve the Lessee of any of the covenants, agreements and obligations imposed upon Lessee in this Lease. Lessor acknowledges that Lessee will allow other related professionals, at certain times, access to the above-described facilities.

XXV. DESTRUCTION BY FIRE, ETC.

Should the building upon the demise premises be totally destroyed by fire or other cause, or so damages that rebuilding or repairs cannot be complete within 120 days from date of fire, or other cause of damage, this lease shall terminate and the Lessee shall be allowed an abatement of rent from the date of such damage or destruction. However, if the damage is such that the rebuilding or repairs can be completed within 120 days, the Lessor covenants and agrees to make such repairs with reasonable promptness and dispatch, and to allow Lessee an abatement in the rent for such time as the building is untenable, and the Lessee covenants and agrees that the terms of this lease shall not be otherwise affected.

XXVI. RENEWAL AND FIRST RIGHT OF REFUSAL

No renewal of this lease will be binding on either party unless it is put in writing and signed by the Lessor and Lessee. Lessor does agree to grant Lessee a first right of refusal of new extended lease terms deemed by Lessor fair and reasonable market value at the period of time set. The first right of refusal terms shall be given to Lessee in writing on or before July 15, 2000. Lessee shall have a maximum of forty-five (45) days to accept the presented terms in writing by means of an extended lease agreement. If new terms are not accepted, thus refused, then and only then, may the Lessor start to pursue a replacement tenant for the above described lease space without any future obligation to the listed Lessee in this agreement.

XXVII. WAIVER OF BREACH

It is hereby covenanted and agreed that no waiver of a breach of any covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

XXVIII. ATTORNEYS FEES

Lessee agrees to pay all costs of collection, including reasonable attorney fees, if all or any part of the rent reserved herein is collected after maturity with an aid of an attorney; also to pay reasonable attorney fees in the event it becomes necessary for the Lessor to employ an attorney to force Lessee to comply with any of the covenants, obligations or conditions imposed by this lease.

XXIX. GOING BUSINESS

The Lessee hereby further covenants that a going business shall be conducted in the within lease premises throughout the full term of this lease.

XXX. COVENANTS RUN TO HEIRS, ETC.

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements and undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; also that the terms "Lessor" and "Lessee" shall be respectively represent one or more than one person. In the event said property that the demised premises are located upon is sold, this lease shall be fully assignable by Lessor to any successor owner.

XXXI. ROOF & OTHER REPAIRS

Lessee will be responsible for all repairs except roof, HVAC, electrical and plumbing unless the failure is due to normal wear and tear or caused by some action on the part of the Lessee. Third year of the lease the Lessor is responsible for roof repairs only. Lessor agrees to keep the roof of leased premises in good repair provided the need of repair is not caused by the acts of Lessee. Lessor shall not be held or deemed liable for any damages to Lessee because of roof leaks. Lessor will use reasonable diligence to correct roof leaks. All other repairs to be made by Lessee at Lessee's expense.

XXXII. UTILITIES

All heat, water, electric current, gas or other utilities used on the leased premises to be paid for by Lessee. Common area electric and water bills to be prorated according to percentage of space leased.

XXXIII. TAX ESCALATION

The Lessor agrees to pay real estate taxes assessed to Lessor upon its land, building and improvements and pay for the insurance on its improvements with the understanding that, in the event at any time during the term of this lease, the real estates taxes assessed or the Lessor's insurance costs are increased, whether due to types, amounts or rate for coverage, or should there be any other Governmental impositions or charges of any kind which shall during the term of this lease be assessed against or become payable with respect to such property, above \$1.75 per square foot for real estate taxes and 50 cents per square foot for building insurance, the Lessee shall within 15 days from the receipt of a notice and bill from Lessor, pay to Lessor its proportionate share of such increase, and said share being equal to the amount of such increase on Lessor's overall property of which demised premises are a part, multiplied by the proration of the Lessee's building floor area divided by the total floor area of the overall property. Taxes for part years to be prorated.

XXXIV. INSURANCE

Unless elsewhere herein provided, the Lessor is to carry fire, extended coverage insurance with vandalism, malicious mischief on the building of which the demised premises are a part, and the Lessee is to carry insurance to protect its merchandise, equipment and leasehold improvements, if any. Upon request of Lessor, Lessee agrees to furnish proof of such insurance to Lessor.

XXXV. OTHER COSTS

In addition to the rental hereinabove provided for in paragraph 5 of this lease, Lessee agrees to pay Lessor within 15 days of billing, said billing to be on an annual basis, his prorata share of yearly maintenance cost. This cost shall be composed of all costs and expenses of every kind and nature paid or incurred by Lessor during the lease term in operating, equipping, policing, protecting, lighting, water usage and trash removal. Lessee's prorata share of these costs shall consist of a ratio of the total floor space divided by the total floor area of the office building. Said ratio being fifty percent (50%) for all above listed expenses. These charges shall be prorated to Lessee for past year of occupancy and shall not exceed 95¢ (ninety-five cents) per square foot per year based on the square footage leased. No capital improvement shall be included in the above computation. Average annual charges for the above services will be estimated and lessee will pay as additional monthly rental 1/12 of the estimated amount. Within 60 days following the end of the calendar year, Lessor will furnish Lessee with an itemized statement of charges for the previous year and Lessee agrees to pay within 15 days of billing its prorata share of the amount exceeding the previous year's estimate. Lessee will receive credit should actual expenses be less than the previous year's estimate.

XXXVI. RIGHT TO COMMON AREA

Lessee, its customer, invitees and licensees shall have the exclusive right to use in common with the Lessor, its licensees and invitees and in common with other Lessees or occupants of offices which are or may be erected within the office building, the parking areas, drives, courtyard and sidewalks, nor or hereafter constructed with the office building, for the purpose of ingress and egress to or from the demised premises and to the other offices, and for the purpose of parking, and loading and unloading. The Lessor shall have the right to establish reasonable regulations relating to the use of the parking areas.

XXXVII. CREDIT REFERENCES, FINANCIAL STATEMENTS

Lessee hereby specifically authorized Lessor to obtain credit references from any source Lessor deems appropriate, including but not limited to any credit bureau. Lessee understands and agrees that Lessor shall have the right to run periodic credit checks on Lessee during the term of this lease. Lessee hereby states that its Social Security Number/Tax Identification Number is

_____.

XXXVIII. OTHER COVENANTS

Lessor hereby agrees to furnish and finish out interior walls, two (2) restrooms, ceiling with lights, HVAC, and typical electrical layout. Lessor hereby agrees at his expenses to supply all flooring materials for the said premises. Lessor shall have the right to approve said flooring used. [See attached space plan.] Lessee agrees and understands that all measurements and dimensions may vary, and any variations shall be at Lessor's sole discretion.

In witness whereof the parties hereby covenant and agree as described above on the day and year therein written.

BY: Hal S. Miller, Mgr. Partner
LESSOR
9/29/00
DATE

BY: Austin Law Firm by:
LESSEE May Mearns
10/2/00
DATE

BY: _____
LESSEE

DATE

BY: _____
LESSEE

DATE